

REQUEST FOR PROPOSALS (RFP) NO. 17-0064

FOR AN

ACCOUNTS PAYABLE CARD PROGRAM

UNIVERSITY OF HAWAI'I

HONOLULU, HAWAI'I

SEPTEMBER, 2016

BOARD OF REGENTS

UNIVERSITY OF HAWAI'I

HONOLULU, HAWAI'I

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Honolulu, Hawai'i

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TO CONFIRM THAT ALL PAGES LISTED THEREIN ARE CONTAINED IN THEIR RFP
PACKAGE.**

NOTICE TO OFFERORS

PROPOSAL FORMS for Request for Proposals (RFP) No. 17-0064, Accounts Payable Card Program, will be available from and received in the OFFICE OF PROCUREMENT AND REAL PROPERTY MANAGEMENT, UNIVERSITY OF HAWAII, 1400 LOWER CAMPUS ROAD, ROOM 15, HONOLULU, HAWAII 96822, no later than 2:30 p.m., October 24, 2016. Proposals received after the time and date fixed for submission will not be considered.

Vendors located outside the Island of Oahu, Hawaii, USA, may request a copy of the RFP to be sent via U.S. Postal Service by providing the vendor's name, address, contact person and telephone number. If express shipment is desired, requests must be submitted in writing with an account number, BILLABLE TO THE RECEIVER, and an authorized signature. Requests may be transmitted via facsimile, (808) 956-2093. Direct all questions to Kurt Minato, telephone (808) 956-7159.

David Lassner
President, University of Hawaii

Posting Date: September 21, 2016

Vendors downloading the RFP shall be responsible for notifying the Procurement Specialist, Kurt Minato (e-mail: minato@hawaii.edu; fax: [808] 956-2093) so that the name, address, phone number, fax number, and e-mail address of the vendor can be listed on the University's register for the purpose of notification of any amendments to the RFP which are issued.

NOTICE TO OFFERORS

BUSINESS CLASSIFICATION CERTIFICATION STATEMENT

Vendors: Please complete the following information below. If you answer "No" to question No. 1, complete the certification portion and submit together with your bid document or quote.

(Terms used are taken from the Small Business Administration Rules and Regulations and the Federal Acquisition Regulation [FAR].) (Reference Section A on the reverse side of this form for Category Descriptions.)

This is to certify that the company identified below:

1. _____ IS a **small business** as defined in the Small Business Administration regulations.
(see reverse for size standards).

_____ **IS NOT** a small business as defined in the regulations.
(If you checked here, **STOP, GO TO CERTIFICATION BELOW.**)
2. _____ IS a **small disadvantaged business concern** and is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-NET).
3. _____ IS a **women-owned small business concern** of which at least 51% is owned, controlled, and managed by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women.
4. _____ IS a **HUBZone small business concern** that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
5. _____ IS a **veteran-owned small business concern** of which not less than 51 percent is owned, controlled and managed by one or more veterans; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more veterans;
6. _____ IS a **service-disabled veteran-owned small business concern** of which not less than 51 percent is owned, controlled and managed by one or more service-disabled veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans as defined in 38 U.S.C. 101 (16).

CERTIFICATION:

I hereby certify the information supplied herein to be true and correct.

Company Name: _____

Type of Goods/Services: _____

Company Address: _____

Signature of Company Officer

Print Name: _____

Title: _____

Date: _____

Any misrepresentation shall be subject to the provisions stated in item B on the reverse side.

- A. "SMALL BUSINESS" SIZE STANDARDS FOR FEDERAL SUB-CONTRACTORS. This summary is based on definitions and categories listed in the Code of Federal Regulations, Title 13, Part 121 (13CFR121), Small Business Size Regulations (revised as of 07/01/02).

A "small business" is a concern including its affiliates, which is independently owned and operated. It is not dominant in the field of operations in which it is selling goods and services to a federal contractor. It meets the following size criteria for its particular industry:

1. CONSTRUCTION TRADES - "Small" if average annual receipts for preceding 3 years do not exceed \$12.5 million.
2. CONSTRUCTION, GENERAL CONTRACTORS - "Small" if average annual receipts for preceding 3 years do not exceed \$28.5 million.
3. MANUFACTURING - "Small" if 500 employees or less, except for some specific products which will increase the complement of employees to 750 and 1,000, respectively.
4. TRANSPORTATION - "Small" if average annual receipts for preceding 3 years do not exceed the amount shown for specific services:

\$21.5 million – general freight trucking, local.
\$3 million – travel agencies
5. WHOLESALE TRADE, DURABLE AND NON-DURABLE GOODS - "Small" if 100 employees or less.
6. RETAIL TRADE - "Small" if average annual receipts for preceding 3 years do not exceed the amount shown for specific products:

\$5 million - lumber and building materials, paints, hardware.
7. SERVICES - "Small" if average annual receipts for preceding 3 years do not exceed the amount shown for specific services:
 - a. \$21 million – computer systems design services, custom computer programming services.
 - b. \$10.5 million - refuse collection, protective guard services.
 - c. \$14 million - janitorial services.
 - d. \$21.5 million - passenger car rental
 - e. \$21.0 million – office Machinery and equipment rental & leasing
 - f. \$6 million - general automobile repair, refrigeration & air conditioning.
8. ALL OTHER TYPES OF BUSINESS - "Small" if 500 employees or less.

Where firm sizes are determined by annual receipts, and the concern is less than 3 complete fiscal years old, its total receipts means for the period it has been in business, divided by the number of weeks, including fractions of a week, and multiplied by 52.

- B. Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall:
1. Be punished by imposition of fine, imprisonment, or both;
 2. Be subject to administrative remedies including suspension and debarment; and
 3. Be ineligible for participation in a program conducted under the authority of the Act.

SECTION 1 ADMINISTRATIVE OVERVIEW

1.1 INTRODUCTION

This is a Request for Proposals (RFP) issued by the University of Hawai'i to solicit proposals from Offerors who wish to be considered to provide and Accounts Payable Card Program for the University of Hawai'i.

1.2 AUTHORITY

This Request for Proposals (RFP) is issued under the provisions of the Hawai'i Revised Statutes, Chapters 103 and 103D. All prospective Contractors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective Contractor shall constitute admission of such knowledge on the part of such prospective Contractor.

1.3 RFP ORGANIZATION

This RFP is organized into the following sections:

Section 1, Administrative Overview -- Provides Offerors with general information on the objectives of this RFP, procurement schedule, and procurement overview.

Section 2, Scope of Work -- Provides Offerors with a general description of the tasks to be performed, delineates University and Contractor's responsibilities, and defines deliverables.

Section 3, Proposal Requirements -- Describes the required format and content for the Offeror's proposal.

Section 4, Criteria to Evaluate Proposals -- Describes how proposals will be evaluated by the University of Hawai'i.

Section 5, Special Provisions -- Provides Offerors the terms and conditions under which the work will be performed.

1.4 SCHEDULE OF KEY DATES

The schedule of key dates set forth herein represents the University's best estimate of the schedule that will be followed. Any of the dates listed below may be changed at any time at the sole discretion of the Director, Office of Procurement and Real Property Management:

RFP Advertised and Issued	<u>September 21, 2016</u>
Closing Date for Submission of Questions	<u>September 30, 2016</u>
University Response to Offeror's Questions	<u>October 10, 2016</u>
Closing Date for Receipt of Proposals	<u>October 24, 2016</u>
Proposal Review Period	<u>Oct. 25 – Nov. 9, 2016</u>
Contractor Selection and Award	<u>November 14, 2016</u>
Contract Start Date	<u>January 1, 2017 (tentative)</u>

1.5 SUBMISSION OF QUESTIONS

Offerors may submit questions in writing to the issuing officer. The deadline for submission of written questions is 4:30 p.m., H.S.T. on September 30, 2016.

Offerors may call the Technical Representative, James (J.R.) Kashiwamura at (808) 956-5535 for questions regarding the content of the work specifications.

1.6 SUBMISSION OF PROPOSALS

Offerors shall submit an original plus FIVE (5) copies of the proposal. Proposals shall be received by the Office of Procurement and Real Property Management, University of Hawai'i, no later than 2:30 p.m., H.S.T. on October 24, 2016.

Proposals shall be mailed or delivered to:

Office of Procurement and Real Property Management
University of Hawai'i
1400 Lower Campus Road, Room 15
Honolulu, Hawai'i 96822

Any proposal received after this date and time shall be rejected.

The outside cover of the package containing the proposal shall be marked:

Office of Procurement and Real Property Management
University of Hawai'i
1400 Lower Campus Road, Room 15
Honolulu, Hawai'i 96822
RFP No. 17-0064, for an Accounts Payable Card Program
(Name of Offeror)

1.7 COSTS FOR PROPOSAL PREPARATION

Any costs incurred by Offerors in preparing or submitting a proposal shall be the Offeror's sole responsibility.

1.8 DISQUALIFICATION OF PROPOSALS

The University reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the scope of the work. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice.

An Offeror shall be disqualified and the proposal automatically rejected for any one or more of the following reasons:

The proposal shows any noncompliance with applicable law.

The proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.

The proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.

The Offeror is debarred or suspended.

1.9 PROCUREMENT OFFICER

This RFP is issued by the Office of Procurement and Real Property Management, University of Hawai'i. The Procurement Officer responsible for overseeing the contract is Duff Zwald, Director of the Office of Procurement and Real Property Management.

1.10 TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The individual listed below is the Technical Representative of the Procurement Officer (TRPO):

James (J.R.) Kashiwamura
Director
Disbursing and Payroll Office
1402 Lower Campus Road
Honolulu, Hawai'i 96822

Telephone: (808) 956-5535

1.11 ISSUING OFFICER

The individual listed below is the issuing officer and the official contact for all communication regarding this RFP:

Kurt Minato, Procurement Specialist
Office of Procurement and Real Property Management
University of Hawai'i
1400 Lower Campus Road, Room 15
Honolulu, Hawai'i 96822
Telephone: (808) 956-7159
Facsimile: (808) 956-2093

1.12 CHANGES TO CONTRACTOR'S FEE

It is recognized that audit disallowances and other changes may require adjustments in the compensation due to the Contractor. In the event that future actions would either disallow or minimize the payments already made to the Contractor, the Contractor shall assist the University in defending the correctness of the claim for reimbursement. If the disallowance or adjustment is upheld, then the Contractor will participate in the payback to the extent the amount of the disallowance or adjustment contributed to the total fee received by the Contractor. Payment to the University shall be made within THIRTY (30) calendar days from which official notice is received by the Contractor from the University.

1.13 RFP AMENDMENTS

The University reserves the right to amend the RFP any time prior to the closing date for best and final offers.

1.14 AWARD ON INITIAL PROPOSALS

The University may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror's best terms.

1.15 AVAILABILITY OF FUNDS

Offerors are advised that the award of this contract is contingent upon availability of funds. If funds are not available, the University reserves the right not to make award of this contract.

1.16 NOTICE TO PROCEED

The University shall not be responsible for work done, even in good faith, prior to the University's Notice to Proceed unless specific provisions are made in the contract.

1.17 RFP SUBMITTALS BECOME PROPERTY OF THE UNIVERSITY

All proposals and other material submitted shall become the property of the University and may be returned only at the University's option.

SECTION 2 SCOPE OF WORK

2.1 BACKGROUND

The University of Hawai'i System consists of ten campuses and various educational, training and research centers across the Hawaiian Islands. As the State's sole public system of higher education in Hawai'i, the University of Hawai'i offers a comprehensive array of associate, undergraduate, graduate and professional degrees. In 2013, the student enrollment was over 58,000 graduates and undergraduates.

The University's Financial Management includes the Disbursing Office which is responsible for processing direct payments to vendors and employees, 1099-MISC and 1042-S tax reporting and the execution of compliance reviews by the UH System departments and programs.

2.2 KUALI FINANCIAL SYSTEM

The University implemented the Kualu Financial System (KFS) as its systemwide financial management system in July 2012. KFS records and manages all of the financial transactions and fiscal activity for all of the 10 campuses and various educational training and research centers across the Hawaiian Islands. Other UH systems (Banner Student, PeopleSoft Human Resources, eTravel, RCUH FIS, etc.) also interface with KFS.

2.3 GOALS

The University has established the following goals to implement the Accounts Payable Card Program:

- A. Provide Operational Efficiency w/out Sacrificing Fiduciary Control
- B. Increase Productivity, Convenience and Satisfaction
- C. Streamline Accounts Payable Functions
- D. Reduce Process and Transaction Costs
- E. Ensure Auditable Procedures, Controls & Fraud Protection
- F. Improve Compliance
- G. Strengthen Management Controls

2.4 REQUIREMENTS

The following are mandatory for consideration of an Offeror's Proposal:

- A. Program is easy-to-use and minimizes total University work effort.
- B. Program is accountable and in compliance with University rules and regulations (UH Administrative Procedures), state law (Hawai'i Revised Statutes and Hawai'i Administrative Rules), PCI DSS compliance, and federal regulations (Federal Administrative Rules).
- C. Program is acceptable to external funding sources and federal oversight agencies.
- D. Program offers the University protection against unauthorized use of cards.
- E. Card brand is widely accepted throughout the world.
- F. Service shall be prompt, accurate, responsive and available during normal working hours, Hawai'i Standard Time.
- G. Contractor shall provide secure, 24/7 online access to information.
- H. Contractor shall provide web-based tools to extract selected transactions in a record structure and format(s) defined by the University, which will be electronically interfaced to the University's financial system. In addition, past transactions shall be available (i.e. minimum of 12 months) as defined by the University.
- I. Web-based reporting tool shall be implemented with little or no disruptions to current operations. Product must fit into the University's operation with minimal effort on the University's part.
- J. Web-based reporting tool shall utilize best-in-class technologies to enable integration of all payment activity.
- K. Web-based reporting tool shall minimize manual intervention and back-office processes.
- L. Vendor shall develop an interface that is compatible with the Kualii Financial System, the University's existing financial system and compatible with all major software including open source and community source, and Excel and CSV formats.

- M. Offeror shall provide management reports.
- N. Program shall allow a minimum THIRTY (30)-day payment period following receipt of invoice or the satisfactory acceptance of goods, whichever is later.
- O. There shall be "minimal" to "no cost" to the University.
- P. Offeror shall take a consultative approach to implementing and growing the University's program including on-boarding of vendors.
- Q. Program shall generate the optimal revenue for the University.

2.5 SERVICE/PROBLEM RESOLUTION

When the University representatives call for assistance, they shall not be greeted by a recording and shall not be transferred from department to department. The service representative(s) shall become familiar with the University's account, and must be knowledgeable, responsive and available during normal working hours, Hawaii Time.

SECTION 3 PROPOSAL REQUIREMENTS

3.1 INTRODUCTION

This section indicates the proposal requirements for this RFP which shall be submitted by the deadline set for submission of proposals. Fulfillment of all proposal requirements listed is mandatory for consideration of proposals.

The Proposal shall include the following subsections:

- Proposal Letter
- Offeror's Experience (Section 3.5)
- Reference (Section 3.5)
- Service/Problem Resolution (Section 3.6)
- Accounts Payable Card Program (Section 3.7)
- Implementation & Training (Section 3.8)
- Technology (Section 3.9)
- Reports (Section 3.10)
- Fees/Costs (Section 3.11)
- Rebate (Section 3.12)

3.2 SAMPLES OF WORK

Upon request by the University, Offeror shall provide samples of work performed for other higher education institutions or state entities. Samples will not be returned.

3.3 OFFEROR'S PROPOSAL SUBMITTALS CHECK LIST

The following checklist is provided to assist the Offeror in submitting the appropriate documents with their proposals:

- 1) _____ Business Classification Certification Statement
- 2) _____ Appendix A, Proposal Letter (if applicable, shall include a corporate seal and an Evidence of Authority if the individual signing the proposal on behalf of the company is not the corporate president)
- 3) _____ Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters (OPRPM Form 94)
- 4) _____ Certification of Disclosure Regarding Payments to Influence Certain Federal Transactions (OPRPM Form 133)

3.4 PROPOSAL LETTER (Appendix A)

The Proposal Letter shown in Appendix A shall be signed by an individual authorized to legally bind the Offeror, dated, and be affixed with the corporate seal (if corporate seal is available). If said individual is not the corporate president, evidence shall be submitted showing the individual's authority to bind the corporation. The fully executed proposal letter shall be submitted along with the proposal.

3.5 OFFEROR'S EXPERIENCE

- A. Provide an overview of your company. Include the following:
 - 1) Brief History
 - 2) Financial Condition and Annual Reports
 - 3) Experience in the Commercial Card industry
 - a) Position and differentiation within the Commercial Card industry versus other users
 - b) Ongoing commitment to the Commercial Card industry (e.g., product innovation, system investment, trade association involvement)
 - 4) Size of staff dedicated to Commercial Cards and specifically to the University's account.
 - 5) Provide annual transaction and dollar volume, number of corporate clients.
- B. Provide a description of the benefits and value of your services. How long have you been offering these services?
- C. Is your company properly licensed and authorized to conduct business in Hawai'i?
- D. Describe your company's merchant enrollment and support programs.
- E. Describe your growth and/or expansion strategy.
- F. Provide a minimum of at least THREE (3) references that are existing Accounts Payable Card customers and can attest to the reliability and quality of your Accounts Payable Card program, service and personnel. Furnish the names of the companies, addresses, phone numbers, and contact persons. We prefer references from higher education institutions or government entities whose programs are of similar size or larger than ours. The University reserves the right to contact the references for additional information.

3.6 SERVICE/PROBLEM RESOLUTION

- A. Describe your day-to-day client servicing capabilities.
- B. Describe your service standards. What are your hours of operation and service level commitments?
- C. Will you provide dedicated personnel to our account? If "yes", please elaborate.
- D. Do you have a specific point of contact for program coordinators? If "yes", please describe the role and responsibility of the person or team.
- E. Describe your 24/7 -support structure for our employees. What types of services are available through the 24/7 hotline?
- F. How will you ensure that the University is protected from unauthorized payments? What is the University's maximum liability for unauthorized payments?
- G. If a payment is processed in error, what is the process to cancel or void the transaction?
- H. What processes have been put in place with other customers to monitor their satisfaction with service and quality?
- I. Describe channels of communication available (e.g., email, web portals)
- J. How has communication with customers regarding internal changes, new processes/procedures, issue identification and problem resolution been managed?
- K. If there is any additional support provided by your company, please describe your offering.

3.7 ACCOUNTS PAYABLE CARD PROGRAM

- A. What makes your accounts payable card program unique? Why should the University choose your accounts payable card program over other service providers?
- B. Based on your understanding of the University, what products/services would you recommend for the University?
- C. Explain. how your program is user friendly, functional and responsive.

- D. What are the liabilities of the University and employees in the event of fraud or abuse? Describe the liability protection available to the University. What is the claims procedure?
- E. How will your program help us to meet regulatory compliance requirements?
- F. A minimum thirty (30)-day payment period following submission of invoice or the satisfactory acceptance of goods, whichever is later, is mandatory. Comment on your flexibility for late payment notices.
- G. How will foreign currency billing and payment be handled?
- H. Provide any further information about your product offering and capabilities that you feel would facilitate the evaluation and selection process for the University.
- I. Will your program identify University vendors that accept payments via your Accounts Payable Card? Describe the process in identifying and boarding these vendors.
- J. Do you provide any services to encourage vendors to sign up for the Accounts Payable Program? Please explain.

3.8 IMPLEMENTATION AND TRAINING

- A. Describe your implementation process, providing a definition of each activity.
- B. How long will it take to get a program up and running? Provide a detailed implementation timeline that meets the requirements specified in the RFP.
- C. What implementation and technology support/resources are available? What resources from our organization will be needed to assist you? Provide a description of the various implementation tasks for each party participating.
- D. Describe your efforts in promoting this new program to the University's vendors (payees) to accept the AP card.
- E. Will you provide an "on-site" implementation team?
- F. Will your implementation staff remain actively engaged after initial program set-up and rollout? If "yes", for how long and to what extent?
- G. Discuss or describe your: post implementation review, ongoing support and administration and ongoing program improvement.

- H. Explain your training procedures. Provide copies of your training materials, manuals and tools.
- I. Describe the key variables in your training and support:
 - 1) Number of individuals assigned to your organization & length of assignment
 - 2) Dedicated vs. shared resources
 - 3) Skill level of training/support staff
 - 4) Ongoing support services provided
- J. Will we have access to a "sandbox" or demo database so we can become familiar with the new products?

3.9 OPERATIONS & TECHNOLOGY

- A. What type of technology are you proposing and how will it work with other systems?
- B. Describe your accountability to ensure that technology systems function properly. What resources do you provide to support your technology tools?
- C. How do you ensure data consistency and integrity?
- D. What types of feeds (i.e. reconciliation information) can you provide the University to load into our systems?
- E. Is there a need for maintenance of any software or equipment? If "yes", please describe.
- F. Downtime/continuity of service - Disclose service interruption statistics for the past 12 months and any continuity of service precautions you have taken or are planned to maintain maximum uptime.
- G. Describe your disaster recovery plan.
- H. State your ability to generate periodic (e.g., daily, weekly, monthly, annually) reports needed at specific periods or on-demand.
- I. Describe your expectations or requirements from the University. Is there a critical transaction volume that must be achieved/maintained for purposes of the program you are offering?
- J. How often are upgrades released? Please describe your upgrade process.

- K. Technical Support- Describe the technical resources available to the University and any additional fees associated with the use of this group.
- L. What technological innovations have you invested in over the last THREE (3) years? How have you used these technological innovations to improve your customer's processes and to reduce their costs?
- M. Describe new expense/payment data/ technology solutions that you have recently introduced or are developing and how they may be of use to the University.

3.10 REPORTING/MEASUREMENT & ENHANCED DATA

- A. The University is looking for a system with versatile and comprehensive reporting capabilities at all hierarchical program levels and deliverable through various media. Describe the consultative tools and processes you have in place to provide the University with information and advice regarding program performance, growth and best practices with comparisons to industry benchmarks and standards. Describe the reporting capabilities, the various reporting options and the level of reporting detail your program offers and explain how these reports can be tailored to meet the requirements of the University. What information is included in a standard report format? In what format is this information available? Attach copies of your standard reports and statements.
- B. How often do you provide reports to customers? Is there a fee if the customer requests a greater frequency?
- C. How will reports be distributed to UH users?
- D. Describe any fees associated with customizing a report and the length of time required to receive a customized report.
- E. Can you provide reporting information at different levels of the organization (corporate, department)? Provide report samples.
- F. What is the time between when a transaction is completed to when it is available in the reporting system?

3.11 FINANCIAL CONSIDERATIONS

- A. Describe your annual fee schedule.
- B. Are there implementation fees? Please provide details.

- C. Describe any costs associated with necessary business or technical consulting services, including an estimate of services required.
- D. Fraud protection - Detail any costs associated with fraud screening and/or insurance.
- E. Describe IT Software & Hardware Costs, including annual maintenance, license, upgrade fees, installation and technical advice before and after warranty period.
- F. What are your currency conversion costs for transactions completed internationally? Are there any other fees associated with foreign transactions?
- G. Are there any other fees/charges (taxes & government charges) not previously mentioned in this section that might apply to your program?

3.12 REBATE

Specify any rebates being offered in association with your card program. Provide calculations that will be used to arrive at the rebate amount and include complete details. If applicable, define how speed of payment is calculated.

Describe in detail any incentive/rebate reductions based on spending factors such as average transaction size, spend per card, etc. Are there any penalty costs for failure to achieve dollar thresholds on an annual basis?

Offeror shall be responsible for allocating the rebates back to the accounts (e.g. externally funded accounts) that generated them.

SECTION 4

CRITERIA TO EVALUATE PROPOSALS

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly, and impartially. Contracts will be awarded to responsive, responsible Offerors whose proposals are determined in writing to be the most advantageous to the University taking into consideration the evaluation factors set forth in this RFP.

A committee will evaluate and score each proposal submitted based on the following criteria:

4.1 Offeror's Experience 10 pts. maximum

Proposals shall be evaluated based on the Offeror's response to Section 3.5, Offeror's Experience.

4.2 References 10 pts. maximum

Proposals shall be evaluated based on the Offeror's provided references in response to Section 3.5, Offeror's Experience.

4.3 Service/Problem Resolution 20 pts. maximum

Proposals shall be evaluated based on the Offeror's provided references in response to Section 3.6, Service/Problem Resolution.

4.4 Accounts Payable Card Program **25 pts. maximum**

Proposals shall be evaluated based on the Offeror's provided references in response to Section 3.7, Accounts Payable Card Program.

4.5 Implementation and Training 10 pts. maximum

Proposals shall be evaluated based on the Offeror's provided references in response to Section 3.8, Implementation and Training.

4.6 Operations and Technology **15 pts. maximum**

Proposals shall be evaluated based on the Offeror's provided references in response to Section 3.9, Operations and Technology.

4.7 Reporting/Measurement and Enhanced Data **10 pts. maximum**

Proposals shall be evaluated based on the Offeror's provided references in response to Section 3.10, Reporting/Measurement and Enhanced Data.

4.8 Financial Consideration **10 pts. maximum**

Proposals shall be evaluated based on the Offeror's provided references in response to Section 3.11, Financial Consideration.

The proposal with the lowest cost factor for this section shall be assigned 10 points, the maximum number of points for this section. The points allotted to higher priced proposals shall be equal to the lowest price multiplied by 10 and divided by the higher proposal price.

4.9 Rebate **40 pts. maximum**

Rebate shall be weighted in proportion to the other proposals. The highest proposed rebate shall be assigned 40 points. The following formula will be utilized to assigned the remaining points.

Rebate points = $40 \times (\text{proposal rebate}) / (\text{highest rebate})$

For example:

Proposal	Total Rebate	Points
A	\$3,000/month	40
B	\$2,750/month	$40 \times \$2,750 / \$3,000 = 37$
C	\$2,000/month	$40 \times \$2,000 / \$3,000 = 27$
D	\$1,500/month	$40 \times \$1,500 / \$3,000 = 20$

MAXIMUM POSSIBLE POINTS = 150 pts.

SECTION 5 SPECIAL PROVISIONS

5.1 SCOPE

The Accounts Payable Card Program shall be in accordance with the terms and conditions of RFP No. 17-0064 and the General Provisions dated September, 2013 included by reference. Copies of the General Provisions are available at the Office of Procurement and Real Property Management, University of Hawai'i, 1400 Lower Campus Road, Room 15, Honolulu, Hawai'i 96822 or the General Provisions may be viewed at: <http://www.hawaii.edu/oprpm/docs/GP0913.pdf>

5.2 REFERENCES

The University reserves the right to contact the provided references and to reject a proposal submitted by any Offeror whose performance on other projects has been unsatisfactory.

5.3 PURCHASE ORDERS/PAYMENT

The University shall issue purchase orders for services and all purchase orders issued hereunder shall reference the contract number and shall be subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any purchase order.

Payment by the University shall be made in accordance with Section 103-10, Hawai'i Revised Statutes.

5.4 OPENING OF PROPOSALS

Proposals will be opened at the date and time specified in Subsection 1.4, SCHEDULE OF KEY DATES, or as amended, at the proposal submittal office. The proposal opening will not be open to the public. Proposals may be available for public inspection upon notice of award and shall be available for public inspection after the contract is signed by all parties.

5.5 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

5.6 INSURANCE

Contractor shall maintain insurance acceptable to the University in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by Contractor shall provide Combined Single Limit Coverage (bodily injury and property damage) in the amount of \$5,000,000 per occurrence and \$5,000,000 per project aggregate.

Contractor shall also maintain motor vehicle no-fault insurance in the amounts required by and in accordance with the laws of the State of Hawai'i.

Insurance shall be in force the first day of the term of this contract.

Each insurance policy required by this contract shall contain the following three clauses:

- a. "This insurance shall not be cancelled, limited in scope of coverage or non-renewed until after THIRTY (30) days' written notice has been given to the University of Hawai'i, Director of Office of Procurement and Real Property Management."
- b. "It is agreed that any insurance maintained by the University of Hawai'i will apply in excess of, and not contribute with, insurance provided by this policy."
- c. "The University of Hawai'i is added as an insured as respects operations performed for the University of Hawai'i."

Clauses b and c are waived for any professional liability/errors and omissions liability insurance.

Contractor agrees to deposit with University, on or before the effective date of this contract, certificates of insurance necessary to satisfy the University that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificates therefore on deposit with the University during the entire term of this contract.

The University shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of the University, the insurance provisions in this contract do not provide adequate protection for the University, the University may require Contractor to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The University's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks, which exist at the time a change in insurance is required.

The University shall notify Contractor in writing of changes in the insurance

requirements; and if Contractor does not deposit copies of acceptable insurance policies with the University incorporating such changes within SIXTY (60) days' of receipt of such notice, this contract shall be in default without further notice to Contractor and the University shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance should not be construed to limit Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obligated for the full and total amount of any damage, injury, or loss arising from its acts or omissions with respect to this contract.

5.7 OMISSIONS/DISCREPANCIES

It is the intent of the specifications to provide complete coverage of the requirements and operation of the Accounts Payable Card Program. Should there be any omission or discrepancies in these specifications, the Offeror shall call to the attention of the Issuing Officer of this RFP, to such omission or discrepancy in advance of the date that proposal are due so that the necessary correction may be made. Otherwise, it will be construed that the Offeror fully understands the intent of the specifications and shall be expected to perform as if the omission and discrepancy did not exist.

5.8 REJECTION OF CONTRACTOR'S EMPLOYEES

The University reserves the right to reject any employee or contract worker that the University deems incompetent, uncooperative, negligent, insubordinate, or otherwise objectionable.

5.9 SOFTWARE

The University will execute Software License Agreements, if necessary, as long as the terms and conditions of the License Agreements do not conflict with the terms and conditions of this RFP. Inasmuch as the Contractor will be selecting the software for the University, the standard waivers of warranties of merchantability and fitness for a particular purpose shall not be accepted. The University shall be protected from claims of copyright infringement not occasioned by University modification of the software.

5.10 LOSS OF OR DAMAGE TO UNIVERSITY PROPERTY

Any losses or damages to University property, caused by negligence of the Contractor or its employees, shall be replaced, repaired, and/or paid for by the Contractor.

5.11 FEDERAL PROVISIONS

Since federal funds will be expended under this contract, the Contractor shall comply with the applicable provisions of the attached TERMS AND CONDITIONS APPLICABLE TO SUBCONTRACTS (UNDER FEDERAL GRANTS) (SEPTEMBER 2009).

5.12 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS

Offerors must complete the Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters document (OPRPM Form 94).

5.13 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

Offerors must complete the Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions document (OPRPM Form 133).

5.14 PAYMENT

The Contractor shall be remunerated upon submission of a properly executed original invoice and ONE (1) copy, indicating the contract number, to University of Hawai'i, Financial Management Office, 1380 Lower Campus Road, Room 42, Honolulu, Hawaii 96822, Attn: Neal Kumasaka.

**APPENDIX A
PROPOSAL LETTER
UNIVERSITY OF HAWAII**

We propose to furnish and deliver any and all of the deliverables and services named in the Request for Proposals (RFP) for an Accounts Payable Card Program, RFP No. 17-0064, for which prices shall be negotiated.

It is understood that this proposal constitutes an offer.

It is understood and agreed that we have read the University of Hawaii's specifications described in the RFP and that this proposal is made in accordance with the provisions of such specifications. By signing this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such specifications.

We agree, if awarded the contract, to deliver goods or services which meet or exceed the specifications.

Respectfully submitted,

Legal Name of Offeror

Date

Authorized Signature (original) (Typed Name)

Title

Street Address

Telephone No.

City, State, Zip Code

Fax No.

Social Security OR Federal Tax Payer ID No.

Hawaii General Excise Tax License No.

Remittance Address (if different from street address)

City, State, Zip Code

Location of Offeror's Plant

Offeror is: ☐ Individual ☐ Partnership ☐ Corporation* ☐ Joint Venture

State of Incorporation: ☐ Hawaii ☐ Other:

Is Corporate Seal Available In Hawaii: ☐ Yes** ☐ No

* Attach to this page evidence of authority of the above officer to submit an offer on behalf of the corporation, giving also, the names and addresses of the other officers.

** If yes, affix corporate seal.

**TERMS AND CONDITIONS
APPLICABLE TO SUBCONTRACTS
(UNDER FEDERAL GRANTS)
(SEPTEMBER 2009)**

1. **ANTI-KICKBACK ACT.** For construction or repair projects of more than \$2,000, the vendor shall comply with the Copeland Anti-Kickback Act of 1986 (18 U.S.C.874 and 40 U.S.C.276c) as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States).
2. **DAVIS-BACON ACT.** For construction projects of more than \$2,000, the vendor shall comply with the Davis-Bacon Act (40 U.S.C.176a to a-7) and as supplemented by Department of labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").
3. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.** For construction projects of more than \$2,000 or other projects of more than \$2,500 that involve the employment of mechanics or laborers, the vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.327-333), as supplemented by Department of Labor regulations (29 CFR part 5).
4. **RIGHTS TO INVENTIONS.** For the performance of experimental, developmental, or research work, the Federal government and the UH shall retain rights to any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements".
5. **ANTI-LOBBYING.** If this purchase is more than \$100,000, the vendor shall certify that it will not or has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee or any agency, a member of Congress, officer or employee or Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment (31 U.S.C.1352). The vendor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
6. **DEBARMENT AND SUSPENSION.** In accordance with E.O.s 12549 and 12649, "Debarment and Suspension," no purchase of more than \$30,000 shall be made with a vendor that is debarred, suspended, or proposed for debarment. For purchases of more than \$30,000, either the vendor shall certify that it is or is not debarred, suspended or proposed for debarment by the Federal Government or the UH shall check the government Excluded Parties List at <http://epls.arnet.gov>, to ensure that the vendor is not included on the list. Recipients shall fully comply with the requirements stipulated in Subpart C of 45 CFR §620, entitled "Responsibilities of Participants Regarding Transactions". The recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 45 CFR §620, entitled "Covered Transactions", includes a term or condition requiring compliance with Subpart C. The recipient also is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transaction. The recipient acknowledges that failing to disclose the information required under 45 CFR §620.335 may result in the termination of the award, or pursuance of other available remedies, including suspension and debarment. Recipients may access the Excluded Parties List System at <http://epls.arnet.gov>.

7. RIGHT TO AUDIT. For all negotiated purchases of more than \$100,000, the vendor agrees that the UH, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to and the right to examine any pertinent books, documents, papers and records of such vendor involving transactions related to this purchase.
8. EQUAL EMPLOYMENT OPPORTUNITY – The vendor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor."
9. CLEAN AIR ACT (42 U.S.C. 7401 et. seq.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 et. seq.), AS AMENDED For Contracts and subgrants of amounts in excess of \$100,000, the vendor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et. seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et. seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,
AND OTHER RESPONSIBILITY MATTERS (MAY 1989)**

The Offeror certifies, to the best of its knowledge and belief, that--

(a) The Offeror and/or any of its Principals--

(i) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(ii) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(iii) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (ii) above.

(iv) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

"Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to

contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Signature Date

Title

Company

**CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO
INFLUENCE CERTAIN FEDERAL TRANSACTIONS**

(a) The offeror certifies to the best of his or her knowledge and believe that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) The language of this certification shall be included in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(b) Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure.

Signature

Date

Title

Company